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County of Los Angeles



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Superior Court

September 28, 2021

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hanh Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors,

CONTRACT BETWEEN THE COUNTY OF LOS ANGELES AND cFIVE SOLUTIONS, INC. FOR CONSOLIDATED CRIMINAL HISTORY REPORTING SYSTEM MAINTENANCE, SUPPORT, AND ENHANCEMENT SERVICES (ALL DISTRICTS) (3-VOTES)

**CIO RECOMMENDATION:
APPROVE (X)**

SUBJECT

Approval of a contract between the County of Los Angeles on behalf of the Information Systems Advisory Board and cFive Solutions, Inc. for Consolidated Criminal History Reporting System Maintenance, Support, and Enhancement Services.

IT IS RECOMMENDED THAT YOUR BOARD

1. Approve and authorize the Executive Director of Information Systems Advisory Board (ISAB) to finalize and execute a contract with cFive Solutions, Inc. for Consolidated Criminal History Reporting System (CCHRS) Maintenance, Support, and Enhancement Services (Contract), substantially similar to the attached Contract (Attachment I), for a period of five (5) years (Initial Term) with County's option to extend for up to an additional one (1) year (Extended Term), for a maximum total Contract Sum of \$5,376,250 for the six (6) year term of the Contract.

2. Delegate authority to the Executive Director of ISAB, or his designee, during the term of the Contract, to execute Change Notices to the Contract which do not affect the scope of work, amount of payments, or any other term or condition included under the Contract.
3. Delegate authority to the Executive Director of ISAB, or his designee, during the term of the Contract to execute Amendments to the Contract that: (a) elect to extend the term of the Contract for an Extended Term; (b) do not materially affect the scope of work, amount of payments, or any term or condition included in the Contract; (c) provide written consent to an assignment or delegation under Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) of the Contract; (d) approve and make necessary changes to the scope of services to comply with the County's Protection of Electronic County Information; (e) implement a reduction pursuant to Paragraph 8.4 (Budget Reductions) of the Contract; and/or (f) implement orders from your Board or Chief Executive Officer (CEO) or designee to add or change terms and conditions in the Contract.
4. Delegate authority to the Executive Director of ISAB, or his designee, during the Extended Term; (a) to increase rates for Services up to 10 percent from the previous year, and (b) to increase the Contract Sum by no more than 10 percent.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended Contract is to provide CCHRS Maintenance, Support, and Enhancement Services (Services) for the ongoing maintenance and operational support of the County's existing CCHRS, which was developed and implemented in the 1990's. The Contract will additionally allow the County to engage cFive Solutions, Inc. to provide enhancement services for CCHRS.

CCHRS provides criminal history records for defendants processed within the County justice community. The application handles approximately 180,000 subject query transactions per month and prints approximately 105,000 Record of Arrest and Prosecution (RAP) sheet reports per month. CCHRS is a data warehouse with inputs received from multiple criminal justice systems via a message broker called Proactive Information Exchange (PIX). The current systems delivering data to CCHRS include:

- Adult Probation System (APS)
- Automated Jail Information System (AJIS)
- Juvenile Automated Index (JAI)
- Prosecutor Information Management System (PIMS)
- Trial Court Information System (TCIS)
- State of California Adult Criminal History System (ACHS)

ISAB has had success with the recent Board approved PIX contract, which is a hybrid contract, where the vendor is responsible for the maintenance, support, and enhancements to PIX, and the Internal Services Department (ISD) resources serve as subject matter expert (SMEs) and develop work orders for enhancements as needed. ISAB manages the project, vendor, and ISD resources.

ISAB has chosen to use the same model for CCHRS, where the vendor will be responsible for the maintenance, support, and enhancements to CCHRS, and ISD resources will serve as the SME and develop work orders for enhancements as needed. ISAB will manage the project, vendor, and ISD resources.

Benefits to moving to the hybrid model for CCHRS include:

- Reduction of risk since all work will be completed by the vendor and not split between the vendor and ISD resources
- Estimated cost savings of 40 percent

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action supports the Countywide Strategic Plan, Goal III, Realize Tomorrow's Government Today, by enhancing Information Technology Platforms to Securely Share and Exchange Data to perform data-driven analytics to achieve outcomes in support of Board Priorities and other Countywide initiatives.

FISCAL IMPACT/FINANCING

The maximum County obligation under the proposed Contract is \$5,376,250 over the entire Contract term, including the Initial Term of five (5) years and the Extended Term of one (1) additional one-year period, which breaks down as follows: (a) \$58,750 for an applications assessment and evaluation of the County's current CCHRS; (b) \$2,431,250 for maintenance and support of CCHRS for the Initial Term; (c) \$486,250 for maintenance and support of CCHRS for the Extended Term; (d) \$2,000,000 for enhancements and application development services for the Initial Term at the firm fixed hourly rate of \$125; and (e) \$400,000 for enhancements and application development services at the firm fixed hourly rate of \$125 for the Extended Term. Funding is provided by the criminal justice agencies and will be provided by current budget allocations with ongoing year costs budgeted each fiscal year.

No new net County funds are being requested for this Contract. There are no other fiscal impacts.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

After a formal solicitation, ISAB engaged in negotiations with cFive Solutions, Inc. regarding the County's standard terms and conditions. ISAB worked closely with County Counsel, CEO Risk Management, and the Chief Information Office (CIO) regarding negotiations of exceptions taken. Except as detailed in attached exceptions (Attachment II), the Contract contains all Board required and legally required provisions.

ISAB consulted with CEO Risk Management regarding the exceptions to the general provisions for the insurance coverage terms and conditions as reflected in attached exceptions (Attachment II). The CEO Risk Management advised ISAB of the risks associated with revisions to these provisions; however, ISAB believes that this potential risk is minimal and acceptable given the services being provided.

ISAB has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Contract and the recommended Contract is exempt from Proposition A (County Code Chapter 2.121).

The CIO has reviewed this request and recommends approval. The CIO Analysis is attached (Attachment III). County Counsel has reviewed and approved this Contract as to form.

CONTRACTING PROCESS

On January 25, 2021, the County released a Request for Proposals (RFP) for CCHRS Maintenance, Support, and Enhancement Services. One proposal from cFive Solutions, Inc. was received by the closing date of April 14, 2021. The Proposal met all RFP minimum requirements, was evaluated, and selected as a qualified proposal. The County has selected cFive Solutions, Inc. based upon price, technical capability, and proposed staff.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Contract will ensure a collaborative, cost effective application maintenance and management strategy for CCHRS and the County criminal justice community.

CONCLUSION

The Contract will enable ISAB to improve and support CCHRS for the criminal justice agencies.

If you have any questions or need additional information, your staff may contact Fernando Angell, Assistant Director, at (562) 403-6505 or email at FAngell@isab.lacounty.gov.

Respectfully submitted,



Thomas Kooy, Executive Director
Information Systems Advisory Board

Reviewed By,



Peter Loo
Acting Chief Information Officer

TK: FA: lb

c: Executive Office, Board of Supervisors
Chief Executive Office
Chief Information Office
County Counsel
Internal Services Department



**CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CFIVE SOLUTIONS, INC.
FOR
CCHRS MAINTENANCE, SUPPORT, AND ENHANCEMENT
SERVICES**

FINAL

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STANDARD EXHIBITS

- A Statement of Work (Not Attached to Sample)
 - A-1 Minimum Skills Requirements
 - A-2 Key Personnel Resume Summaries and Responsibilities
 - A-3 Expected Task 3.3 Tasks and Payment Milestones
 - A-4 Performance Requirements Summary (PRS) Chart
 - A-5 Sample Work Order
- B Pricing Schedule (Not Attached to Sample)
- C Intentionally Omitted
- D Contractor's EEO Certification
- E County's Administration
- F Contractor's Administration
- G Intentionally Omitted
- H Jury Service Ordinance
- I Safely Surrendered Baby Law

UNIQUE EXHIBITS

- J-L Intentionally Omitted

FORMS REQUIRED AT THE COMPLETION OF THE CONTRACT INVOLVING INTELLECTUAL PROPERTY DEVELOPED-DESIGNED BY CONTRACTOR

- M1 Intentionally Omitted
- M2 Intentionally Omitted
- M3 Intentionally Omitted

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) AGREEMENT

- N Intentionally Omitted
- O Intentionally Omitted

PRIVACY AND SECURITY REQUIREMENTS

- P Privacy and Security Requirements

**CONTRACT
BETWEEN
COUNTY OF LOS ANGELES
AND
CFIVE SOLUTIONS, INC.
FOR
CONSOLIDATED CRIMINAL HISTORY REPORTING SYSTEM
MAINTENANCE, SUPPORT, AND ENHANCEMENT SERVICES**

This Contract, including all Exhibit and Attachments hereto, is made and entered into this 28th day of September, 2021 by and between the County of Los Angeles (hereinafter referred to as County) on behalf of the Information Systems Advisory Board (ISAB) (hereinafter referred to as Department or ISAB) and cFive Solutions, Inc., a California corporation (hereinafter referred to as Contractor), located at 17852 E 17th St, Suite 205, Tustin, California 92789. County and Contractor are referred to here as the Parties, each a Party.

RECITALS

WHEREAS, the County may contract with private businesses for consulting services (as further defined in Paragraph 2 (Definitions) below (hereinafter referred to as Services or CCHRS Services) relating to maintenance, support, development, and enhancement, and other services with respect to Consolidated Criminal History Reporting System (CCHRS) (as defined in Paragraph 2 (Definitions) below) when certain requirements are met; and

WHEREAS, the Contractor possesses the necessary skills, qualifications, competence, and expertise, and therefore, is qualified to perform such Services; and

WHEREAS, the County is authorized by the California Government Code, Section 31000 and otherwise to contract for special services, including the Services described herein; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the Parties agree to the following:

1 APPLICABLE DOCUMENTS

- 1.1** Exhibit A, B, C, D, E, F, G, H, I and P are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition of description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work
Exhibit A-1	Minimum Skills Requirements
Exhibit A-2	Key Personnel Resume Summaries and Responsibilities
Exhibit A-3	Expected Task 3.3 Tasks and Payment Milestones
Exhibit A-4	Performance Requirements Summary (PRS) Chart
Exhibit A-5	Sample Work Order
Exhibit B	Pricing Schedule
Exhibit C	Intentionally Omitted
Exhibit D	Contractor's EEO Certification
Exhibit E	County's Administration
Exhibit F	Contractor's Administration
Exhibit G	Forms Required at the Time of Contract Execution
Exhibit H	Jury Service Ordinance
Exhibit I	Safely Surrendered Baby Law

Unique Exhibits:

Exhibit J -L Intentionally Omitted

Intellectual Property Developed-Designed by Contractor Forms

Exhibit M Intentionally Omitted

Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) Agreement

Exhibit N Intentionally Omitted

Exhibit O Intentionally Omitted

Privacy and Security Requirements

Exhibit P Information Security and Privacy Requirements

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

2.1.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

2.1.1.2 **CCHRS** – As used herein the terms CCHRS shall mean the Consolidated Criminal History Reporting System operated and maintained by ISAB for its criminal justice member agencies, with respect to which Contractor shall provide Services under this Contract.

2.1.1.3 **CCHRS Services** – As used herein the terms CCHRS Services and Services shall mean the professional services that Contractor will provide the County under this Contract and/or any Work Order, including, but not limited to, as described in the Statement of Work.

2.1.1.4 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and

conditions for the issuance and performance of all tasks, deliverables, services, and other work.

- 2.1.1.5 **Contractor:** The person or person, sole proprietor, partnership, joint vendor, corporation, or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.1.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.1.7 **County Contract Manager:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of all tasks, deliverables, goods, services, and other work provided by the Contractor.
- 2.1.1.8 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.1.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.10 **Department; ISAB:** As used herein, the terms Department and ISAB shall have the meanings given such terms in the preamble to this Contract.
- 2.1.1.11 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.13 **Parties; Party:** As used herein, the terms Parties and Party shall have the meanings given such terms in the preamble to this Contract.
- 2.1.1.14 **Pricing Schedule:** As used herein, the term Pricing Schedule shall mean the pricing terms relating to this Contract as specified in Exhibit B (Pricing Schedule).
- 2.1.1.15 **Project Plan:** As used herein, the term Project Plan shall mean a plan for performance of any Services by Contractor under this Contract pursuant to an agreed upon Work Order.
- 2.1.1.16 **Resource:** As used herein, the term Resource shall mean any one of the persons provided by Contractor under the Contract for the provision of Services.

- 2.1.1.17 **Skills Requirements:** As used herein, the term Skills Requirements shall mean technical and other skills Contractor, including Resource providing Services under the Contract, is required to possess in order to perform all Services specified in this Contract, including Exhibit A-1 (Minimum Skills Requirements).
- 2.1.1.18 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner, and place of performing the contract services as specified in Exhibit A (Statement of Work).
- 2.1.1.19 **Subcontract:** An agreement by the Contractor to employ a Subcontractor to provide services to fulfill this Contract.
- 2.1.1.20 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.1.21 **Task(s):** As used herein, the terms Task(s) and task(s), whether singular or plural, shall mean any of the areas of Services to be performed by Contractor under this Contract, including those set forth in Exhibit A (Statement of Work) and any applicable Work Order.
- 2.1.1.22 **Task 3.3 Dollars:** As used herein, the term Task 3.3 Dollars shall mean the dollar amount identified on Exhibit B (Pricing Schedule) as the Task 3.3 Dollars, which is the pool of dollars available for (a) all Tasks, Subtasks, Deliverables, Services, and other work described in Task 3.3 of Exhibit A (Statement of Work) which may be provided by Contractor during the term of the Contract pursuant to Work Orders executed hereunder, and (b) reimbursement of Contractors expenses incurred in accordance with Paragraph 5.2.
- 2.1.1.23 **Work Order:** As used herein, the term Work Order shall mean each Work Order under Paragraph 3.2 (Work Order Work) that is executed by the Parties in accordance with Paragraph 8.1.3 (Work Orders).

3 WORK

3.1 Statement of Work

In exchange for County's payment to Contractor of the applicable fees arising under the Contract and invoiced by Contractor in accordance with the terms hereof, Contractor shall on a timely basis provide, complete, deliver, and implement CCHRS Maintenance, Support, and Enhancement Services set forth in this Contract, including Exhibit A (Statement of Work) and any Work Orders executed hereunder. Contractor shall perform all such Services in accordance with Exhibit A (Statement of Work) with all Exhibits thereto, any executed Work Order, and any other applicable provisions set forth in the Contract, at the applicable rates and prices specified in Exhibit B (Pricing Schedule) and any other pricing terms agreed to by the Parties in accordance with the terms of the Contract or Work Order executed hereunder.

3.2 Work Order Work

During the term of this Contract, County may request that Contractor provide Services and other work of the type described in Paragraph 3.3 of Exhibit A (Statement of Work). Contractor shall thereafter provide County with (a) a proposed fixed price for such Services and other work using the Fixed Blended Hourly Rate; (b) a proposed payment schedule for such Services and other work incorporating all applicable payment milestones from Exhibit A-3 (Expected Task 3.3 Tasks and Payment Milestones); (c) a proposed scope of work incorporating all applicable tasks and deliverables from Exhibit A-3 (Expected Task 3.3 Tasks and Payment Milestones); and (d) a proposed Project Plan.

The Parties shall thereafter mutually negotiate a Work Order with respect to such Services and other work using Exhibit A-5 (Sample Work Order), which shall incorporate the agreed-upon fixed price, payment schedule, scope of work, and Project Plan. In the event the Parties agree upon a Work Order, it shall be executed pursuant to Paragraph 8.1.3 (Work Orders). The maximum amount authorized under this Contract for all Services and other work to be performed pursuant to Work Orders under this Paragraph 3.2 is the Task 3.3 Dollars. It is understood and agreed that the Parties shall not execute a Work Order if such Work Order would exceed the then-available Task 3.3 Dollars. Contractor shall invoice County for each payment milestone indicated in the payment scheduled of a Work Order, and each such invoice shall be payable by County, in accordance with Paragraph 5.5 (Invoices and Payments).

3.3 Acceptance of Work

All Services and other work provided by Contractor under Sections 3.1 and 3.2 of Exhibit A (Statement of Work), and/or Work Orders must be completed by Contractor and Accepted by County based on criteria specified in the Statement of Work or Work Order, as applicable.

When Contractor has completed a Deliverable or Service specified under Sections 3.1 and 3.2 or a Work Order, Contractor shall provide written notification to County's Project Director, with a copy to County's Project Manager, that such Service or other Deliverable is being submitted to County.

The County shall, within ten (10) business days after Contractor's delivery of such written notice, or such other period as may be specified in a Work Order (Acceptance Period), either indicate the County's Acceptance of such Deliverable or Service or give Contractor written notice specifying any deficiencies of such Deliverable or Service against the designated Acceptance criteria for such Deliverable or Activity as specified in the Statement of Work and/or Work Order, as applicable. If provided such notice of deficiencies, Contractor shall use reasonable efforts to promptly cure any such deficiencies.

After completing such cure, Contractor shall resubmit the Deliverable or perform the Activity for the County's review and Acceptance as set forth above (with a new Acceptance Period beginning). Acceptance shall be indicated by the written approval of County's Project Director or designee and shall not be unreasonable withheld or delayed. If the County fails to provide written notice of any deficiencies (or written Acceptance) within the Acceptance Period, as provided above, Contractor shall provide written notice of such failure to County's Project Director, with a copy to County's Project Manager, with a new five (5) business day Acceptance Period beginning. If the County fails to provide written notice of any deficiencies (or written Acceptance) within this new Acceptance Period, such Deliverable or Service shall be deemed conclusively accepted at the end of such Acceptance Period. In no event shall County be liable or responsible for any payment prior to such Acceptance.

Notwithstanding the foregoing, the timeliness for County's Acceptance of Contractor's Services or other work and Contractor's curing of the problems shall not revise the dates for completion of Services and other work in any Project Plan absent written agreement by the Parties in accordance with the terms hereof.

3.4 Unauthorized Work

If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be

deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4 TERM OF CONTRACT

4.1 The term of this Contract shall be five (5) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend this Contract term for up to one (1) additional one (1) year period, for a maximum total Contract term of six (6) years. Each such extension option may be exercised at the sole discretion of the Department.

The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 The Contractor shall notify County when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County's Project Director, with a copy to County's Project Manager, at the address herein provided in Exhibit E - County's Administration.

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Contract Sum under this Contract shall be the maximum monetary amount payable by County to Contractor for supplying all tasks, subtasks, deliverables, goods, services, and other work under this Contract, including (a) those described in Tasks 3.1 and 3.2 of Exhibit A (Statement of Work) to be provided by Contractor during the term of the Contract, (b) the Task 3.3 Dollars, as further detailed in Exhibit B (Pricing Schedule). There is no guarantee that the entire Contract Sum amount shall be paid to Contractor under the Contract.

5.2 Written Approval for Reimbursement

5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract,

delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

5.3.1 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to County's Project Director, with a copy to County's Project Manager at the address herein provided in Exhibit E (County's Administration).

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

5.4.1 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, services, work hours, and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the address set forth in Exhibit E (County's Administration).

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Intentionally Omitted

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

- 6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E (County's Administration). No member of the County's Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8.1 (Change Notices, Work Orders, Amendments, and Board Orders). Unless otherwise specified, reference to each of the persons identified in Exhibit E (County's Administration) shall also include his/her designee. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

- 6.2.1 The role of the County's Project Director includes:

- 6.2.1.1 Ensure that the objectives of the Contract are met.
- 6.2.1.2 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.1.3 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

6.3.1 The role of the County's Project Manager includes:

- 6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.1.2 Inspecting any and all tasks, deliverables, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.1.3 Ensure that the technical, business, and operational standards and requirements of the Contract are met and overseeing the day-to-day administration of the Contractor.
- 6.3.1.4 Supervise Contractor's performance in the daily operation of this Contract and provide direction to Contractor in areas relating to policy, procedures, and other matters within the purview of this Contract.
- 6.3.1.5 Report to the County's Project Director regarding Contractor's performance with respect to the technical, business, and operational standards and requirements of this Contract.

6.3.2 The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Manager

- 6.4.1 The role of the County's Contract Manager is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.4.2 The County's Contract Manager will be responsible for maintaining fully-executed copies of the Contract and all Change Notices, Work Orders, and Amendments thereto on behalf of the County, and for day-to-day management of compliance with the administrative terms and conditions of the Contract on behalf of the County, such as receiving copies of insurance certificates under the Contract; receiving notices under the Contract; and acting on behalf of the County in the specified role under the Dispute Resolution Procedure.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). No member of the Contractor's Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8.1 (Change Notices, Work Orders, Amendments, and Board Orders). The Contractor shall notify the County in writing of any change in the names or addresses shown. All Resources provided by and/or on behalf of Contractor shall be adults who are fully fluent in both spoken and written English.

7.2 Contractor's Project Director

7.2.1 The Contractor's Project Director shall be a full-time employee of Contractor who shall be responsible for Contractor's overall performance of the Services under the Contract and ensure Contractor's compliance with this Contract.

7.2.2 The Contractor's Project Director shall be available to meet and confer with the County's Project Director and County's Project Manager, as requested by County's Project Director or County's Project Manager, in person or by phone to review project progress and discuss project coordination.

7.3 Contractor's Project Manager

7.3.1 The Contractor's Project Manager shall be a full-time employee of Contractor who shall be responsible for Contractor's day-to-day activities related to this Contract.

7.3.2 The Contractor's Project Manager shall interface with the County's Project Manager and County's Project Director on a regular basis and shall be available during business hours acceptable to County for telephone contact and/or meetings as required by County and shall report to County in the manner set forth in this Contract, including Exhibit A (Statement of Work).

7.4 Contractor's Staff

7.4.1 The Contractor shall provide qualified staff, including all Resources, providing any Services or other work under this Contract.

7.4.2 Contractor shall not use any staff based outside of the United States of America to perform any Services that require such

staff to come to a County site, to have any access to production County Data, and/or to have access to any of County's production environments for its electronic systems.

- 7.4.3 County has the absolute right to approve or disapprove all the Contractor's Staff performing work hereunder and any proposed changes in the Contractor's Staff, including, but not limited to, the Contractor's Project Manager.

7.5 Contractor's Staff Identification

All of Contractor's employees assigned to County facilities are always required to have a County Identification (ID) badge on their person and visible. Contractor bears all expense of the badging.

- 7.5.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.
- 7.5.2 Contractor shall notify the County within one (1) business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.5.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.6 Background and Security Investigations

- 7.6.1 In addition to the requirements set forth in Exhibit P (Privacy and Security Requirements), each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the

Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.6.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.6.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.6 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.7 Confidentiality

7.7.1 In addition to the requirements set forth in Exhibit P (Information Privacy and Security Requirements), Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this Paragraph 7.7, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor

fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.7.3 Contractor shall inform all its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.7.4 Contractor shall ensure that each Consultant and any other person performing work for or on behalf of Contractor shall sign and adhere to the terms and conditions set forth in Exhibit G (Confidentiality and Assignment Agreement) and Exhibit P (Information Privacy and Security Requirements) prior to commencing any work under the Contract. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses such confidential information.

8 STANDARD TERMS AND CONDITIONS

8.1 Change Notices, Work Orders, Amendments, and Board Orders

8.1.1 General

No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations or conditions of this Contract, except through the procedures set forth in this Paragraph 8.1.

8.1.2 Change Notices

For any change which does not affect the scope of work, amount of payments, or any other term or condition included under this Contract, a Change Notice may be prepared in writing and signed by County's Project Director or designee, and an authorized representative of the Contractor. Notwithstanding the foregoing, the County's Project Director or designee is specifically authorized to execute Change Notices exercising an option term as provided in Paragraph 4.2.

8.1.3 Work Orders

All agreed-upon Work Orders under Paragraph 3.2 (Work Order Work) and Amendments thereto may be signed on

behalf of the County by County's Project Director or designee and an authorized representative of the Contractor.

8.1.4 Amendments

Except as otherwise provided in this Contract, for any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, a negotiated Amendment to this Contract shall be required to be authorized in advance by County's Board of Supervisors and executed in writing by the County's Project Director or designee and an authorized representative of the Contractor. Notwithstanding the foregoing, the County's Project Director or designee is specifically authorized to execute Amendments on behalf of the County without additional preauthorization by the County's Board of Supervisors as follows: (a) the amendment does not materially affect the scope of work, amount of payments, or any term or condition included in this Contract; (b) provide written consent to an assignment or delegation under Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions); and/or (c) implement a reduction pursuant to Paragraph 8.4 (Budget Reductions).

8.1.5 Board Orders

The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County's Project Director or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall

be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

8.3.1 The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract

correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all the services set forth in this Contract.

8.5 Complaints

8.5.1 The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within ten (10) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for County approval.

8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

- 8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any

such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a

conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an

opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate

request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

- 8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal

support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Change Notices, Work Orders, Amendments, and Board Orders) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

- 8.19.1 The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any

wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, , other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events"). The parties agree that the COVID-19 pandemic is not a force majeure event.
- 8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain good or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

- 8.23.1 The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

- 8.24.1 Without limited Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense

insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its

insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to County's Contract Manager, with a copy to County's Project Director, at the address herein provided in Exhibit E- County's Administration.

8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage,

term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be more than and not contribute to any Contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all Subcontractors as insureds under Contractor's own policies or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination, or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive

insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 **Insurance Coverage**

- 8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

- 8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal

workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Intentionally Omitted

8.25.4.2 Professional Liability-Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation.

8.25.4.3 Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$2 million.

8.25.4.4 Intentionally Omitted

8.25.4.5 Intentionally Omitted

8.25.4.6 Privacy/Network Security (Cyber) Liability

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least \$2 million per occurrence and in the

aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and the data/information loss and business interruption; any other liability or risk that arises out the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's requests. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Please note that the limit above is the minimum limit, and the County reserves the right to increase this limit based on its final assessment of the project during the contract negotiations.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the County's Project Director or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County's Project Director or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment, or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County's Project Director or designee, in a written notice describing the reasons for said action.

- 8.26.2 If the County's Project Director or designee, determines that there are deficiencies in the performance of this Contract that the County's Project Director or designee, deems are correctable by the Contractor over a certain time span, the County's Project Director or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County's Project Director or designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Exhibit 4 (Performance Requirements Summary (PRS)) Chart of Appendix B (Statement of Work Exhibits) hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

- 8.27.1 If the Contractor's prices decline or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county,

municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this

Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The Parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

8.30.1 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

8.31.1 The Contractor shall bring to the attention of the County's Project Manager and County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the ISAB's Executive Director or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The Contractor shall notify and provide to its employees and shall require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The County's Project Director or designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

8.35.1 Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither Party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

- 8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
 - 8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and
 - 8.37.1.2 During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's

Project Director. The County shall not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s). Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

8.39.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the Subcontractor.

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director or designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to the County's Contract Manager with a copy to the County's Project Director at the address herein provided in Exhibit E (County's Administration).

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

- 8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be affected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
 - 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
 - 8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
 - 8.43.1.1 Contractor has materially breached this Contract; or
 - 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those

so terminated. The Contractor shall be liable to the County for all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the Contractor,

immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or
 - 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

8.46.1 The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

8.47.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

8.48.1 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

- 8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

- 8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

- 8.52.1 Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

8.53.1 The Contractor shall notify its employees and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges

that the County strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees, or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

9.2.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

9.2.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers,

employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

- 9.2.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.3 Ownership of Materials, Software and Copyright

- 9.3.1 In addition to the terms in Exhibit P (Information Security and Privacy Requirements), County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

9.4 Patent, Copyright and Trade Secret Indemnification

- 9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor,

at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.5 Intentionally Omitted

9.6 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the terms in Exhibit P (Information Security and Privacy Requirements) and the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable and in addition to the terms in Exhibit P (Information Security and Privacy Requirements).

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed in accordance with Exhibit P-Information Security and Privacy Requirements and consistent with

the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.7 Local Small Business Enterprise (LSBE) Preference Program

9.7.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.7.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.7.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.7.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this

information prior to responding to a solicitation or accepting a contract award.

9.8 Social Enterprise (SE) Preference Program

- 9.8.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.8.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.9.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.9.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.9.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.9.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
- 4. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department

of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf the day and year first above written.

COUNTY OF LOS ANGELES:
Information Systems Advisory Board

By Thomas Kooy
Thomas Kooy, Executive Director

CONTRACTOR:
cFive Solutions, Inc.

By James L Newman
James L. Newman, Senior Vice
President

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By ER
Deputy County Counsel

EXHIBIT A
STATEMENT OF WORK
FOR
CCHRS MAINTENANCE, SUPPORT, AND ENHANCEMENT
SERVICES

SEE ATTACHED

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1.0 SCOPE OF WORK

1.1 Introduction

This Exhibit A (Statement of Work or SOW) sets forth the scope of work in the Contract for Los Angeles County's (County) CCHRS Maintenance, Support and Enhancement Services (Services), described herein for cFive Solutions, Inc. (Contractor) to assist the Information Systems Advisory Board (ISAB) in providing project management and application development services, including 24 hours a day/7 days a week/52 weeks a year technical support, for all aspects of the CCHRS application operated by the justice departments.

1.2 Los Angeles County

Established on February 18, 1850, Los Angeles County (County) is one of California's original 27 counties. It is one of the nation's largest counties with a population of over 10 million people and land area of 4,083 square miles. As a subdivision of the State, the County is charged with providing services that affect the lives of all residents, including law enforcement, tax collection, public health protection, public social services, elections, and flood control.

The County is governed by a five (5) member Board of Supervisors, which has executive, legislative and quasi-judicial roles. Members are elected by voters and their respective districts to serve four (4) year terms.

1.3 ISAB Overview

The Information Systems Advisory Board (ISAB) is a multi-agency, multi-jurisdiction committee established by the Countywide Criminal Justice Coordination Committee (CCJCC) in 1982. ISAB is charged with the responsibility of improving information systems design, ensuring coordinated development, and providing the capability of data sharing amongst the County's Justice Agencies/Departments.

ISAB is composed of representatives from the following Justice Agencies/Departments:

- Los Angeles County Departments
 - Alternate Public Defender (APD)
 - Chief Executive Office (CEO)
 - District Attorney (DA)
 - Internal Services Department (ISD)

- Medical Examiner-Coroner (ME-C)
- Probation Department
- Public Defender (PD)
- Superior Court
- Sheriff's Department (LASD)
- Other Agencies
 - Los Angeles Police Department (LAPD)
 - Police Chiefs' Association

1.4 CCHRS Overview

CCHRS provides criminal history records for defendants processed within the County justice community. The application handles approximately 180,000 subject query transactions per month and prints approximately 105,000 Record of Arrest and Prosecution (RAP) sheet reports per month. CCHRS is a data warehouse with inputs received from multiple criminal justice systems via a message broker application called Proactive Information Exchange (PIX). The current systems delivering data to CCHRS include:

- Adult Probation System (APS)
- Automated Jail Information System (AJIS)
- Juvenile Automated Index (JAI)
- Prosecutor Information Management System (PIMS)
- Trial Court Information System (TCIS)
- State of California Adult Criminal History System (ACHS)

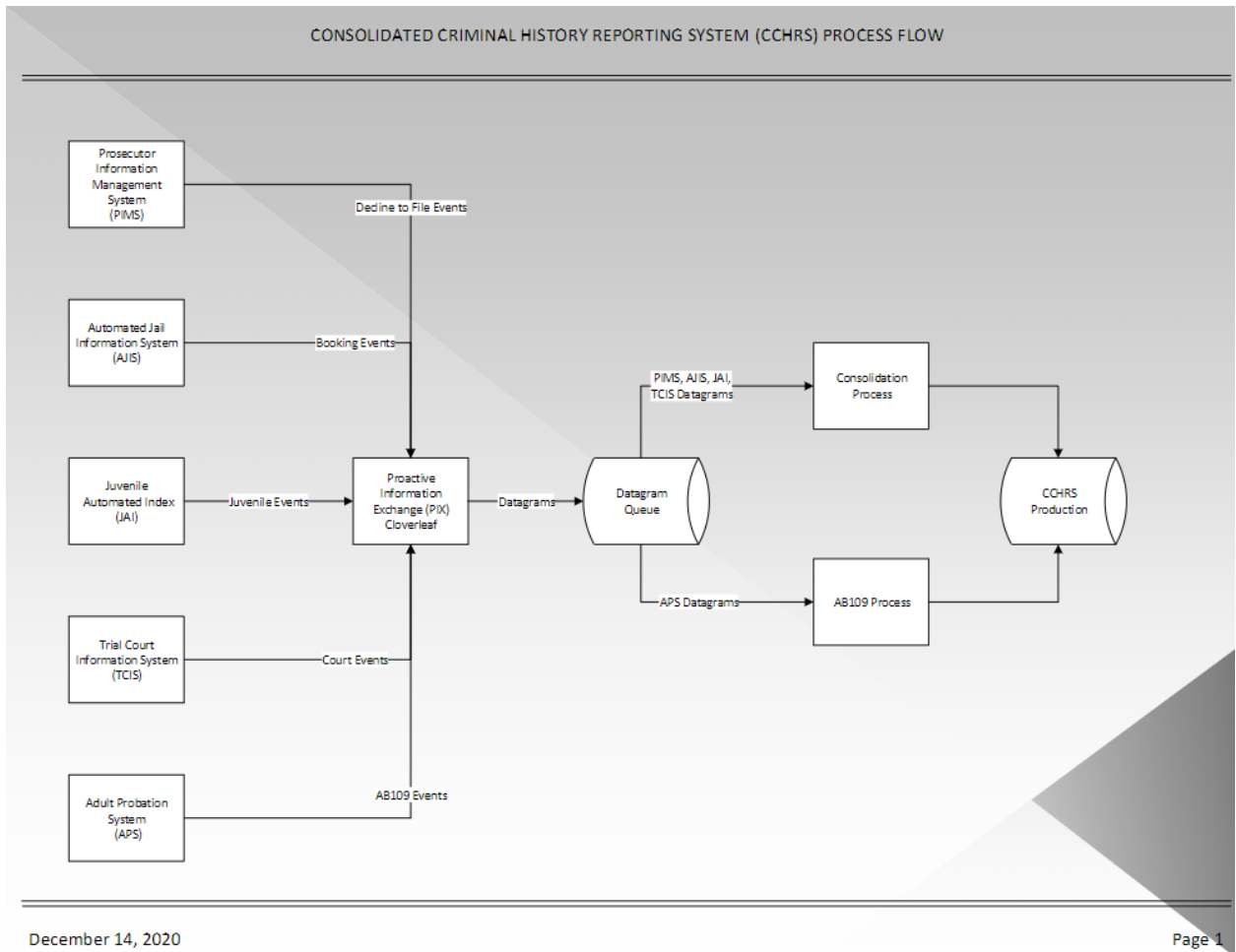
Modernization enhancements have included replacement of the legacy Java Applet application with a web-based, mobile friendly application. The user interface for the web-based application has an improved security model and Application Programming Interfaces (APIs). For CCHRS to become more effective for Law Enforcement Agencies (LEAs) throughout the United States, the modernization enhancements need to continue.

CCHRS is a critical production application and requires industry expertise to manage, maintain, and enhance. Industry expertise includes knowledge of industry standards and best practices, business continuity strategies, and security.

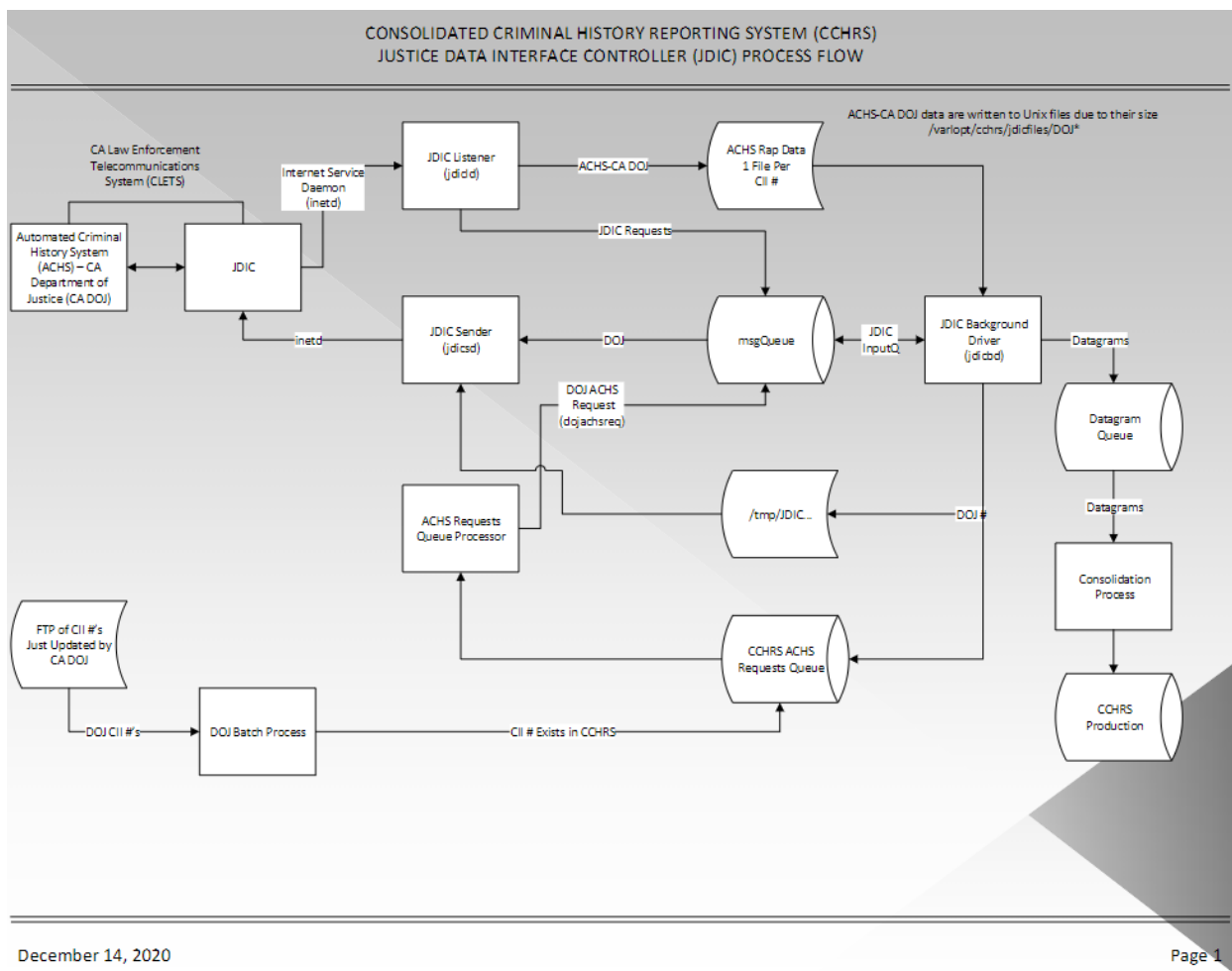
The Statement of Work under the resultant Contract shall include:

- Conducting an initial Application Assessment and Evaluation of the CCHRS environment to identify areas where re-architecture and/or re-engineering is needed
- Providing Maintenance and Support of the CCHRS application, daemons, and web services
- Management and implementation of Enhancements to the CCHRS application, following best practices and utilizing full software development life cycle, including analysis, development, testing and deployment

1.5 CCHRS Process Flow

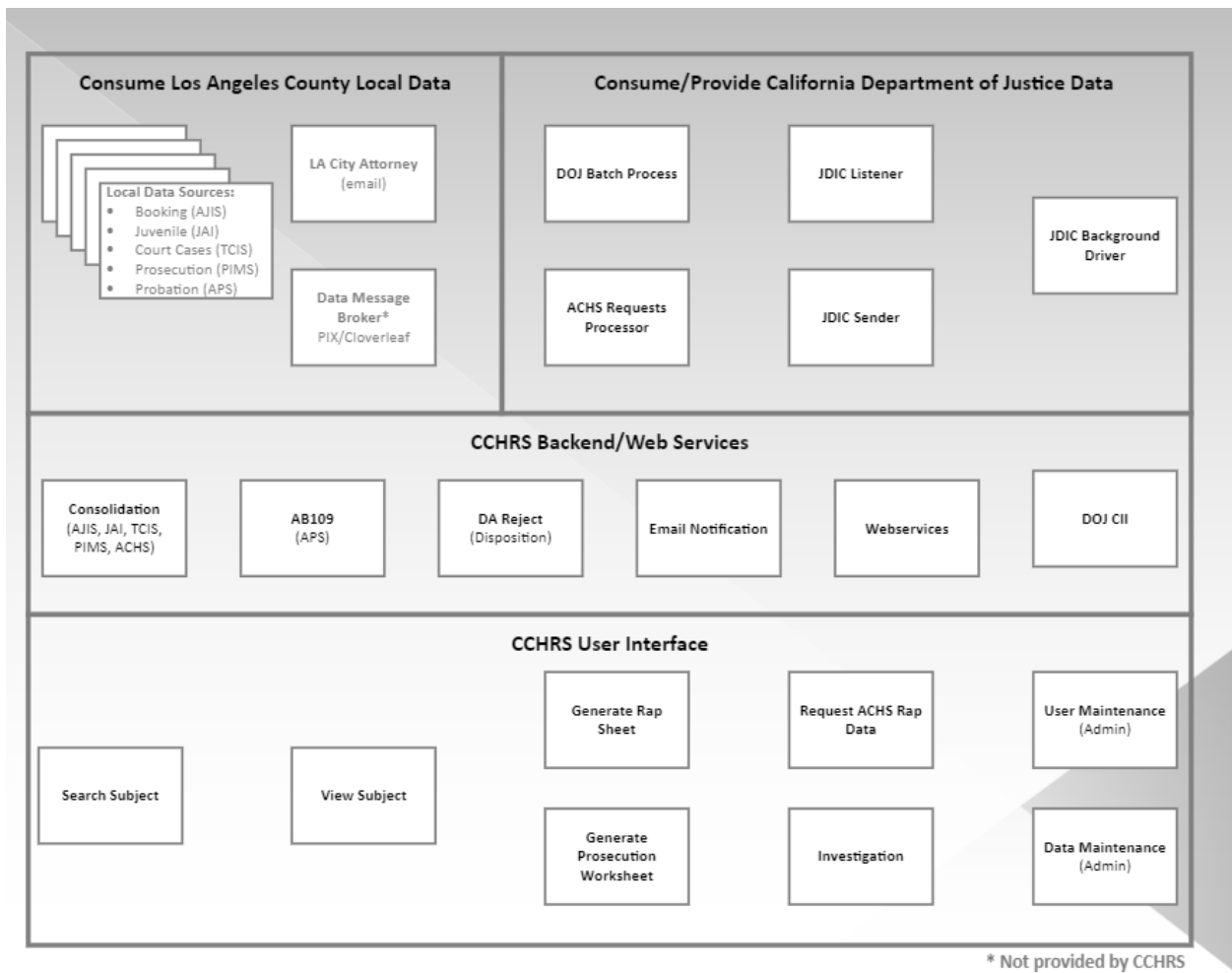
CCHRS Process

JDIC Process



1.6 CCHRS Business Capability Model

The Business Capability Model below provides a high-level view of business capabilities provided by CCHRS.



Consume Los Angeles County Local Data

CCHRS consumes local criminal history from the data systems of other justice partners:

- Automated Jail Information System (AJIS)
- Juvenile Automated Index (JAI)
- Prosecutor Information Management System (PIMS)
- Trial Court Information System (TCIS)
- Adult Probation System (APS)

Data from each system is published, typically in near real-time, to a Data Message Broker (PIX/Cloverleaf) from which CCHRS subscribes to the following data:

- Booking
- Booking Charge
- Custody Release
- Prosecution Reject (District Attorney)
- Court Case
- Court Event
- Case Charge
- Disposition/Sentence
- Warrant

Datagrams are received from PIX/Cloverleaf and captured in a Datagram Queue for Consolidation processing.

Currently, the Los Angeles City Attorney does not publish to the Data Message Broker but provides periodic data extracts that are processed through a custom program that creates the appropriate City Attorney Reject datagrams. These datagrams are populated into the Datagram Queue.

Consume/Send California Department of Justice Data

CCHRS consumes statewide criminal history from the California (CA) Department of Justice (DOJ) Adult Criminal History System (ACHS), through Justice Data Interface Controller (JDIC). CCHRS receives a daily listing of Criminal Identification and Information (CII) Numbers updated in ACHS the previous day. The DOJ Batch Process cross-references the CIIs to CCHRS and requests, through the JDIC Sender, updated statewide rap sheets for the Subjects that exist in CCHRS. The statewide rap sheet is received through the JDIC Listener, and the JDIC Background Driver creates the appropriate ACHS datagrams. These datagrams are populated into the Datagram Queue.

Law enforcement officers with access to the Los Angeles County Sheriff Department (LASD) JDIC portal may request a County rap sheet from CCHRS. These JDIC requests are received by the JDIC Listener and the corresponding CCHRS rap sheet is provided to the JDIC portal through the JDIC Sender.

CCHRS Backend/Web Services:

CCHRS is a person-centric system. The Consolidation process takes in datagrams from the Datagram Queue and identifies new and existing Subjects, as appropriate. For these Subjects, the Consolidation process also creates and updates criminal history based on the Booking, Reject, and Court Case activity published by the source systems. As additional data is consumed, Subjects may be linked or merged as indicated by the data received.

The AB109 Process takes in APS datagrams from the Datagram Queue. Post Release Community Supervision (PRCS) cases are identified and associated to the appropriate Subject for PRCS status tracking.

The DA Reject process provides mandatory Electronic Disposition Reporting to the CA DOJ on behalf of both the Los Angeles County District Attorney and the Los Angeles City Attorney.

CCHRS User Interface:

The CCHRS User Interface is a web-based application which provides authorized law enforcement personnel the ability to search Subjects who have come in contact with the Los Angeles County criminal justice system. They may view Subject criminal history, generate rap sheets, generate prosecution worksheets, as well as initiate near real-time requests for the statewide rap sheet from ACHS.

CCHRS Users may also flag Subjects for Investigation. When a CCHRS user flags a Subject for Investigation, the user will receive Email Notifications of future activity in CCHRS for the Subject.

CCHRS Administrators are responsible for User Maintenance. User Maintenance includes user creation and user suspension.

CCHRS Administrators also perform Data Maintenance. Data Maintenance includes data correction and Subject linking, merging, separation, and sealing. Most Data Maintenance actions result in "Admin" datagrams that are populated into the Datagram Queue.

2.0 DEFINITIONS

The terms listed below that are used throughout this SOW shall have the definitions given to such terms in this section. All other capitalized terms used without

definitions shall have the meanings given to such terms in the Contract, as applicable.

- **“A-C”** shall mean the Los Angeles County Auditor-Controller.
- **“APD”** shall mean the Los Angeles County Alternate Public Defender’s Office.
- **“CCHRS”** shall mean Consolidated Criminal History Reporting System.
- **“CEO”** shall mean the Los Angeles County Chief Executive Office.
- **“Contract”** shall mean the contract agreement between County and the selected Contractor pursuant to the RFP for the purpose of providing the Services detailed within this RFP.
- **“Contractor”** shall mean the company or vendor selected by County pursuant to the RFP for the purpose of providing the Services detailed within this RFP.
- **“County”** shall mean Los Angeles County.
- **“DA”** shall mean the Los Angeles County District Attorney’s Office.
- **“Department”** shall mean Information Systems Advisory Board.
- **“ISAB”** shall mean Information Systems Advisory Board. However, in the previous years, ISAB was known as the Information Systems Advisory Body.
- **“ISD”** shall mean the Los Angeles County Internal Services Department.
- **“LASD”** shall mean the Los Angeles County Sheriff’s Department.
- **“LAPD”** shall mean the Los Angeles Police Department.
- **“LEA”** shall mean Law Enforcement Agency.
- **“ME-C”** shall mean the Los Angeles County Medical Examiner-Coroner’s Department.
- **“PD”** shall mean the Los Angeles County Public Defender’s Office.
- **“Proposer”** shall mean the company or vendor responding to the ISAB CCHRS SERVICES RFP.
- **“SOW”** shall mean the Statement of Work associated with this solicitation.
- **“VENDOR”** shall have the same meaning as Proposer.

3.0 TASKS AND DELIVERABLES

Consultants shall be required to provide the Services specified in this Section 3 below.

3.1 TASK CATEGORY: Application Assessment and Evaluation

Provide an Application Assessment and Evaluation in the following areas:

- Architecture and Design Best Practices
- Security

- Development Standards/IDE
- Performance/Capacity Planning
- Monitoring and Management Best Practices

Provide a written report on the findings and recommendations of the Application Assessment and Evaluation:

- Documentation regarding the CCHRS development environment
- Results and recommendations across all identified areas of evaluation

Develop and implement maintenance, testing and deployment procedures

3.2 TASK CATEGORY: Maintenance and Support Services

For Maintenance and Support, tasks to be performed by the selected Contractor shall include the following:

- User administration
- Proactive monitoring to include:
 - Regular monitoring and health checks to keep the CCHRS application up and running
 - Suggestions and implementation of best practices in technical areas
- Assist in software patch installation and testing
- Assist in server upgrade engagements
- Provide support for technical issues
- Daemons and web services monitoring for performance issues
- Error troubleshooting and resolution
- Identify, document, and resolve security issues
- Application modifications, testing, and deployment
- Maintain all necessary or desirable communication with (and as requested by) County's Project Manager during performance of all Services
- Provide project management and coordination services including status calls, project planning, and issue tracking
- Create and maintain production issues and resolution log

- Create and maintain a Contractor support contact and escalation point document
- Respond to production issues according to the following service levels:

Issue Level	Phone or email response time*	Issue Resolution
Critical (One or more agencies are unable to use one or more components of CCHRS)	< 1 hour	Continuously work with ISAB team until a path to resolution is agreed upon with ISAB and resolution is achieved
High (One or more agencies' use of one or more components of CCHRS is significantly impacted)	<= 2 hours	4 hours to agree to resolution with ISAB; continuously work on resolution until resolution is achieved
Medium (One or more agencies' use of one or more components of CCHRS is impacted in a less severe manner that does not constitute a Critical or High Issue Level)	<= 4 hours	8 hours to agree to resolution with ISAB; continuously work on resolution until resolution is achieved
Low (A question concerning use or implementation of one or more components of CCHRS; a desire to revise performance of one or more components of CCHRS in a cosmetic manner)	<= 8 hours	24 hours to agree to resolution with ISAB; resolution to be achieved no later than end of next calendar month, unless otherwise mutually agreed upon by project managers

* For purposes of this Statement of Work, Contractor's response time obligation is met at the point in time when Contractor has assigned a Resource or other staff member to work on an issue and the Resource or other staff member has engaged work on such issue in accordance with this Statement of Work.

3.3 TASK CATEGORY: Enhancements and Application Development Services

Enhancement and Application Development Services shall be performed by selected Contractor only following written approval by the County or designee and a notice to proceed with such Services. All Services requested by the County will be provided by Contractor pursuant to Work Orders entered into in accordance to Paragraph 8.1.3 (Work Orders) of Contract.

Tasks to be performed by the selected Contractor shall include:

- Conduct project kick-off meeting
- Provide project management services for Enhancement and Application Development Services
- Prepare project plan
- Analysis of customer business processes
- Validate and document business flows and processing rules
- Validate and document data mapping and translation rules
- Identify, document, and resolve security issues
- Prepare functional and technical design specifications
- Create/configure API specifications
- Identify testing strategy and create unit test plans and integration test plans
- Develop Enhancement Services per documentation and specifications
- Complete testing per testing strategy and test plans
- Deploy Enhancement Service to all environments
- Stable operation of Enhancement or Application Development Service in production environment for 15 days or ready for production use for greater than 90 days
- Maintain all necessary or desirable communications with (and as requested by) County's Project Manager during performance of all Services

Exhibit A-3 of lists anticipated tasks, deliverables, and payment milestones for each Enhancement and Application Development Service.

In addition to Enhancements and Application Development Services, the services provided by Contractor under this Section 3.3 Task Category: Enhancements and Application Development Services may include other

professional services related to the CCHRS application that are not included under Section 3.2 Task Category: Maintenance and Support Services.

Development Services shall be performed by selected Contractor only following written approval by the County or designee and a notice to proceed with such Services. All Services provided by selected Contractor under this Contract shall be subject to County's written approval in accordance with the terms of this Contract before payment therefor.

3.4 CREDITS REGARDING TASK CATEGORY: Maintenance and Support Services

During each calendar month of each annual period during the Term of the Contract, if the CCHRS application experiences any production issues of Issue Level Critical with respect to which Contractor fails to meet its response time obligations regarding such issue(s), County shall, at its election, be entitled to a credit for each such issue in an amount equal to \$4,000, up to a maximum amount of \$24,000 annually. Notwithstanding the foregoing, for each annual period during the Term of the Contract, County shall not be entitled to assess a credit under this Section 3.4 regarding the first Issue Level Critical occurring during such annual period with respect to which Contractor fails to meet its response time obligations regarding such issue.

County may apply any and all credits received under this Section 3.4 toward any other fees then-payable or to be payable during the Term of this Contract or any expenses then-reimbursable or to be reimbursable during the Term of this Contract; provided, however, that at the expiration or termination of this Contract, to the extent that no other fees will be payable or no other expenses will be reimbursable, in each case, during the Term of this Contract, Contractor shall promptly pay to County in cash the remaining balance of credits.

4.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS, AND/OR WORK HOURS

All changes shall be made in accordance with Paragraph 8.1 (Change Notices, Work Orders, Amendments, and Board Orders) of Contract.

5.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the

Contract. The Plan shall be submitted to the County's Contract Manager for review. The plan shall include the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

6.0 QUALITY ASSURANCE PLAN

The County will evaluate Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract.

6.1 Status Meetings

Contractor is required to attend scheduled status meetings.

6.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the County's Project Manager within ten (10) business days, whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and Contractor.

The County's Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the County's Project Manager within ten (10) business days, acknowledging the reported discrepancies or present contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Project Manager within ten (10) business days.

6.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

7.0 RESPONSIBILITIES

The County's and Contractor's responsibilities are as follows:

COUNTY

7.1 Personnel

The County will administer the Contract according to Paragraph 6 (Administration of Contract – County) of Appendix C (Sample Contract). Specific duties will include:

- Monitoring the Contractor's performance in the daily operation of this Contract.
- Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.
- Preparing Change Notices, Work Order, Amendments, and Board Orders in accordance with Paragraph 8 (Standard Terms and Conditions) and Paragraph 8.1 (Change Notices, Work Orders, Amendments, and Board Orders) of Contract.

7.2 Furnished Items

The County will provide an appropriate, on-site workspace for one (1) Contractor Project Manager as needed.

CONTRACTOR

7.3 Project Manager

Contractor shall provide a full-time Project Manager or designee. County must have access to the Project Manager 24 hours a day/7 days a week/52 weeks a year. Contractor shall provide a telephone number where the Project Manager may be reached on a 24 hours per day basis.

Project Manager shall act as a central point of contact with the County.

Project Manager shall have 3 years of experience.

Project Manager or designee shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager or designee shall be able to effectively communicate, in English, both orally and in writing.

7.4 Personnel

Contractor shall assign enough employees to perform the required work as specified in the Statement of Work. At least one employee shall be authorized to act for Contractor in every detail and must speak and understand English.

Contractor shall be required to background check their employees as set forth in Paragraph 7.6 (Background and Security Investigations) of Contract.

Under the direction of the County, selected Contractor shall perform tasks as set forth in this Statement of Work.

The Contractor shall work closely with ISAB in the technical maintenance, support, and enhancement services for CCHRS. The Contractor shall perform maintenance, support, and enhancement services as directed by County's Project Manager, provided that engagement of Contractor to perform work under Section 3.3 Task Category: Enhancements and Application Development Services of this Statement of Work must be in accordance with Paragraph 3.2 (Work Order Work) of Contract.

Contractor responsibilities and qualifications include:

- Consultants shall complete tasks and deliverables within the United States
- Consultants shall be proficient in reading, writing and spoken English
- Consultants shall be available to address CCHRS support issues 24 hours a day/7 days a week/52 weeks a year
- Consultants shall work closely with County resources in the maintenance, support, and enhancement services for CCHRS
- All documentation and deliverables shall be version controlled and stored in a County specified repository
- All code, artifacts, and deliverables produced under this Statement of Work shall be version controlled, stored, and delivered on a single industry-standard private version control repository, provided, managed, and supported by the County. Upon commencement of the contract period, the Contractor will be granted access to the County's private repository.

7.5 Uniforms/Identification Badges

Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.5 (Contractor's Staff Identification) of Contract.

7.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

7.7 Training

Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

All employees shall be trained in their assigned tasks.

7.8 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within 24 hours of receipt of the call.**

8.0 BUSINESS HOURS/DAYS OF WORK

County regular business hours are 8:00 a.m. to 5:00 p.m., Pacific Standard Time, Monday through Friday. The County currently observes the following holidays:

New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Indigenous People's Day, Veterans Day, Thanksgiving, Day After Thanksgiving, Christmas.

9.0 WORK SCHEDULES

Contractor shall submit for review and approval a work schedule for each facility to the County's Project Manager within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within ten (10) working days prior to scheduled time for work.

10.0 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.

11.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) Chart, Exhibit 4 of Appendix B (SOW Exhibits), listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart should:

- Reference section of the contract
- List required services
- Indicate method of monitoring
- Indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

MINIMUM SKILLS REQUIREMENTS

The Contractor shall provide the required number of Consultants to provide Services under the Contract during the Contract Term. The Consultants must collectively meet all minimum qualifications, and each Consultant must meet at least one (1) of the minimum qualifications to be accepted on the project team.

- 1.1. Three (3) years of experience within the last five (5) implementing or maintaining a criminal justice/law enforcement Information Technology (IT) project
- 1.2. Three (3) years of experience within the last five (5) as a lead Project Manager:
 - Managed IT projects, with a governance structure, that included two (2) or more stakeholders and three (3) or more developers
 - Created and maintained integrated project schedules with both contractor and customer resources
 - Created executive level reports and facilitated weekly monitoring of project status
- 1.3. Three (3) years of experience within the last five (5) using:
 - AngularJS 1.5 or later, of which 1 year must be experience with Angular 1
 - Bootstrap version 3.3 or later
 - jQuery version 3.1 or later
- 1.4. Four (4) years of experience within the last six (6) using:
 - Oracle
 - PL/SQL
- 1.5. Three (3) years of experience within the last five (5) developing:
 - Web applications using Java Development Kit version 1.7 or later
 - Data-driven Java applications
 - Applications with role-based security model
 - Applications using JSON Web Tokens (JWT) standard for web security
 - Data interfaces between two independent systems through an API
- 1.6. Three (3) years of experience within the last five (5) deploying java applications in a Java Enterprise Edition (EE) compliant application server
- 1.7. Three (3) years of experience within the last five (5) implementing application security on a web application using a claims-based access control model

- 1.8. Two (2) years of experience within the last five (5) implementing an API management tool leveraging built-in security tools
- 1.9. Three (3) years of experience within the last five (5) developing, formatting, and deploying secured data-driven PDF reports in a web setting
- 1.10. Three (3) years of experience within the last twelve (12) using:
 - C
 - Pro*C

KEY PERSONNEL RESUME SUMMARIES AND RESPONSIBILITIES

Contractor shall provide Proposed Key Personnel (Table E2-1: Proposed Contractor Key Personnel) and submit experience summaries and detailed resumes for each of the Key Personnel listed on Table E2-1.

The County anticipates that the Contractor will provide a project team composed of the best-qualified staff for the Contract. The County has designated three (3) positions as Contractor Key Personnel:

- Contractor Project Manager
- Senior Developer (Technical Lead)
- Business Analyst (BA)

In some cases, the Contractor Project Manager requirements may be met by one (1) of the other two (2) Key Personnel. If so, please so indicate when completing the required information.

The roles of these three (3) Contractor Key Personnel are defined as follows:

1. Contractor Project Manager

The Contractor Project Manager will be responsible for the day-to-day management of the Contract services, including overall performance and Contract compliance. The Contractor Project Manager starts at the Contract Award.

The Contractor Project Manager responsibilities shall include the following:

- Act as primary interface with ISAB
- Provide day-to-day management of the Project including overall performance and Contract compliance
- Provide day-to-day management and direction of Contractor resources assigned to the Project
- Manage the Project to the current work plans and coordinate the availability of scheduled resources to the Project
- Manage all Project resources and ensure that appropriate resources are available throughout the life of the Contract
- Establish and maintain regular communications with the County's Project Manager
- Provide ISAB with written status reports, and keep them informed of project progress versus the work plans
- Manage issue reporting, tracking, escalation, and resolution procedures
- Conduct ongoing reviews with ISAB members and ensure issue escalation procedures are followed and issues are resolved

The Contractor Project Manager shall have the Minimum Qualifications and as many Ideal Qualifications as possible as defined below in Table E2-2 Contractor Project Manager Qualifications.

2. Senior Developer (Technical Lead)

The Senior Developer is responsible for overseeing CCHRS application maintenance and support, as well as development, testing and deployment of CCHRS application enhancements. The Senior Developer is also responsible for ensuring that appropriate technical resources are available to the ISAB Technical Team. The Senior Developer starts at Contract Award.

The Senior Developer responsibilities shall include the following:

- Provide Contractor's primary interface with ISAB Technical Team
- Ensure the solution requirements are fully incorporated into the solution
- Oversee the software development process and ensure timely, iterative deliveries
- Manage the software development staff, interacting with the Quality and Testing teams, and managing the software build and configuration management processes
- Track project plans and lead the development team to meet delivery dates
- Provide accurate estimates for development of features and functionality

The Senior Developer shall have the Minimum Qualifications and as many Ideal Qualifications as possible as defined below in Table E2-3 Senior Developer Qualifications.

3. Business Analyst (BA)

The Business Analyst (BA) serves as the liaison between the LA County justice agencies users (business users), the Contractor's Project Team, and the ISAB Technical Team. The BA will be responsible for providing information and guidance on the latest industry trends and best practices to the Contractor's Project Team and ISAB Technical Team.

The Business Analyst responsibilities shall include the following:

- Establish and maintain regular communications with the County's Project Manager
- Maintain issue reporting, tracking, escalation, and resolution procedures
- Act as the Contractor's primary expert on best practices, industry standards and trends
- Provide Contractor's primary interface to LA County business users

- Clarify and communicate requirements between LA County justice agencies users (business users) and Contractor and ISAB's Technical Teams

The BA shall have the Minimum Qualifications and as many Ideal Qualifications as possible as defined below in Table E2-4 Business Analyst (BA) Qualifications.

The Contractor shall specify the names and provide detailed resumes of all Contractor Key Personnel, including references for all work performed by each of the staff used to meet the Key Personnel Minimum and Ideal Requirements. In addition, experience referenced for the Contractor Key Personnel must be for projects within the last five (5) years.

The Contractor must fill out the tables below and insert detailed resumes, in a consistent format, in this Exhibit.

PART 1: KEY PERSONNEL**Table E2-1: Proposed Contractor Key Personnel**

Name	Position Title	Key Position as Specified in RFP
Guy Mahoney	SR VP (Engineering, Operations, QA, IT, PMO)	Project Manager (including Scrum Master, Director of QA)
Eric Yang	CTO, LA Projects Technical Lead	Senior Developer (Technical Lead) Secondary role: Project Manager
Shyun Chen	Senior Developer	Business Analyst Secondary role: Senior Developer as needed
Jed Cruz	Senior Developer	Business Analyst support as needed

PART 2: KEY PERSONNEL RESUME SUMMARIES

The Contractor Project Manager shall have the Minimum Qualifications defined below and as many Ideal Qualifications as possible.

Table E2-2: Contractor Project Manager Qualifications

Experience	Minimum	Ideal	Proposed Candidate	
			Years	Actual Relevant Experience – scope of the project and role
Worked as the Project Manager on comparable projects	5 Years	10 Years	Guy Mahoney 15 years Eric Yang 10 years	For the last 5 years, Guy Mahoney has performed the role of Project Manager for San Mateo's Probation Case Management System, Cook County Adult and Juvenile Probation Case Management Systems, and the United States Virgin Islands Probation Case Management System. For the previous 12 years Guy Mahoney oversaw the PMO office for over 30 State and County Biometric Identification Systems. In addition, he ran over 75 R&D and Product Development project during that timeframe. For the past 5 years Eric Yang has been the Project Manager on several LA County Projects.
Experience directing and overseeing all phases of a web-based software development project that includes front-end development, web services, APIs, integration with report generating software, interfacing with other systems and databases, training, and customer service	5 Years	8 Years	Guy Mahoney 20 years Eric Yang 15 years	For the past 20 years Guy Mahoney has run web-based software product development projects covering every area indicated in the experience column, as well as engineering research. For the past 15 years Eric Yang has run LA County Projects covering all areas listed.
Experience managing a team greater than five (5) people	3 Years	5 Years	Guy Mahoney 20 years Eric Yang 12 years	At cFive Guy Mahoney has managed teams up to 16 direct staff, and up to 10 indirect reports. At his previous company Guy Mahoney managed teams up to 12 direct reports with over 80 indirect reports. Eric Yang has managed up to 5 people for cFive.
Education: Baccalaureate from an accredited college/university	Yes	N/A		Guy Mahoney: BS, MBA Eric Yang: BS, MS

Experience	Minimum	Ideal	Proposed Candidate	
			Years	Actual Relevant Experience – scope of the project and role
Project experience, in the Project Manager role for county, state or federal government systems	N/A	2 Years	Guy Mahoney 15 years Eric Yang 5 years	For cFive, Guy Mahoney has performed the role as Project Manager for San Mateo's Probation Case Management System, Cook County Adult and Juvenile Probation Case Management Systems, and the United States Virgin Islands Probation Case Management System. Eric Yang has been in Project Management functions for Los Angeles County – CCHRS, Case 360 since 2016.
Project Management Institute (PMI) Project Management Professional (PMP) Certification	N/A	Yes	Guy Mahoney 16 years	Guy Mahoney holds an MBA from the University of Southern California (USC). Course work exceeded PMP curriculum. He has directed cFive's Project Management Office for the last 4 years. For his previous company Guy managed the Engineering PMO Office for 12 years.

The Senior Developer (Technical Lead) shall have the Minimum Qualifications defined below and as many Ideal Qualifications as possible.

Table E2-3: Senior Developer (Technical Lead) Qualifications

Experience	Minimum	Ideal	Proposed Candidate	
			Years	Actual Relevant Experience – scope of the project and role
Experience in the role of Senior Developer as defined above	3 Years	5 Years	Eric Yang >15 years Shyun Chen >15 years	Eric Yang - cFive Solutions: Los Angeles County – Lead Architect and developer for CCHRS, Case 360, CAMS, LA PCMS Secondary Resource – Shyun Chen - cFive Solutions: Los Angeles County – CCHRS, Case 360, Indiana Department of Correction, Case Management System, web-software developer, Faculty Practice Group, UCLA Health: Developer for a J2EE web-based RMS project for physicians.
Worked as a Senior Developer in the design and development of comparable projects deployed to production for end users	2 Years	3 Years	Eric Yang 15 years	Eric Yang - Architected and developed large-scale high availability, mission critical government systems for over 15 years. 2006-2021 – 15 years, LA CCHRS (2008-2009, 2015-Present), LA CASE 360 (2011-Present), CAMS (2008-2018), LA PCMS (2006-2010) Shyun Chen - LA CCHRS – senior software engineer cFive Solutions: Los Angeles County – CCHRS, Case 360, Indiana Department of Correction, Case Management System, web-software developer, Faculty Practice Group, UCLA Health: developer for a J2EE web-based RMS project for physicians.
Experience leading a development team of four (4) or greater developers	2 Years	6 Years	Eric Yang 15 years	cFive, LA CCHRS, LA CASE 360, CAMS, LA PCMS. At times has been the team leader for more than 12 individuals.

The Business Analyst (BA) shall have the Minimum Qualifications defined below and as many Ideal Qualifications as possible.

Table E2-4: Business Analyst (BA) Qualifications

Experience	Minimum	Ideal	Proposed Candidate	
			Years	Actual Relevant Experience – scope of the project and role
Operational experience in multitude roles within a criminal justice business setting	5 Years	10 Years	<p>Shyun Chen >10 years</p> <p>Jed Cruz >7 years</p>	<p>Shyun Chen - LA CCHRS – senior software engineer cFive Solutions: Los Angeles County – CCHRS, Case 360, Indiana Department of Correction, Case Management System, web-software developer, required to work on designs and requirements analysis. Faculty Practice Group, UCLA Health: developer for a J2EE web-based RMS project for physicians. Responsible for planning, requirements analysis, design, development.</p> <p>Jed Cruz - LA County CAMs: Performed requirement analysis, performed design, code and unit test for the CAMSgo! Mobile tablet software. cFive Products. Performed requirement analysis, performed design, code, unit testing for our web and mobile based behavioral change products (Catalyst). Performed requirement analysis, designed, coded, tested our web-based probation case management system (Supervisor Product).</p>
Experience in a county, state or federal government criminal and/or other legal environment	N/A	Yes		<p>Shyun Chen - cFive Solutions: Los Angeles County – CCHRS, Case 360, Indiana Department of Correction, Case Management System, web-software developer</p> <p>Jed Cruz - LA County CAMs: Performed requirement analysis, performed design, code and unit test for the CAMSgo! Mobile tablet software.</p>

Experience	Minimum	Ideal	Proposed Candidate	
			Years	Actual Relevant Experience – scope of the project and role
Education: Baccalaureate from an accredited college/university	N/A	Yes		<p>Shyun Chen - Master of Science, Mathematics with concentration in Computer Science - Fairleigh Dickinson University, Madison, NJ, Bachelor of Science, Mathematics - Chung Yuan Christian University, Taiwan</p> <p>Jed Cruz - Master of Science in Computer Science - California State University, Long Beach, Bachelor of Science in Electrical Engineering - California State Polytechnic University, Pomona</p>

EXPECTED TASK 3.3 TASKS AND PAYMENT MILESTONES

This Exhibit A-3 is attached to that certain Contract entered into as of September 28, 2021 (together with all Exhibits and Attachments thereto, the Contract), by and between the County of Los Angeles (County) and Contractor. Capitalized terms used herein without definition have the meanings given to such terms in the Contract.

For new enhancement development under Task 3.3 of Exhibit A (Statement of Work), it is anticipated that the scope of work required attached to a Work Order for such work under Paragraph 3.2 (Work Order Work) of the Contract, will include Contractor's performance of some or all of the following tasks where appropriate. It is also anticipated that the payment schedule required to be attached to a Work Order for such work will identify the milestones upon Contractor's completion and County's Acceptance of which the Contractor will invoice the County and County will make payments in accordance with Paragraph 5.5 (Invoices and Payments) of the Contract.

- Conduct project kick-off meeting
- Provide project management services for Enhancement and Application Development Services
- Prepare project plan
- Analysis of customer business processes
- Validate and document business flows and processing rules
- Validate and document data mapping and translation rules
- Identify, document, and resolve security issues
- Prepare functional and technical design specifications
- Create/configure API specifications
- Identify testing strategy and create unit test plans and integration test plans
- Develop Enhancement Service per documentation and specifications
- Complete testing per strategy and test plans
- Deploy Enhancement Service to all environments
- Stable operation of Enhancement or Application Development Service in production environment for 15 days or ready for production use for greater than 90 days
- Maintain all necessary or desirable communications with (and as requested by) County's Project Manager during performance of all Services.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**SAMPLE**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 7 - Administration of Contract- Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection and Observation	\$50 per occurrence
Contract: Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38	Inspection of files	\$50 per occurrence
Contract: Sub-paragraph 8.40 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection and Observation	\$100 per occurrence; possible termination for default of contract
SOW: Sub-paragraph 6.1 – Status Meetings	Contractor's representative to attend scheduled meetings.	Attendance	\$50 per occurrence

SAMPLE WORK ORDER

**<Contractor>
Fixed Price Services
Work Order
Los Angeles County
Consolidated Criminal History Reporting System (CCHRS)
Maintenance, Support, and Enhancement Services
(County)**

Submitted by:
<Contractor Project Manager Name, Title>
<Phone Number>
<Email Address>

Introduction

This Work Order (Work Order) is subject to all terms and conditions of the Contract for Consolidated Criminal History Reporting System (CCHRS) Maintenance, Support, and Enhancement Services between <Contractor> (Contractor) and the County of Los Angeles (County) with an Effective Date of <Contract Executed Date> (together with its Exhibits, the “Contract” or “Services Agreement”). All terms of the Services Agreement are incorporated herein by this reference. Capitalized terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict, the terms of the Services Agreement control over this Work Order. Absent <Contractor> signature below, the offer specified in this Work Order expires if not executed by County on or before <Work Order Expiration Date>.

Effective Date of this Work Order:	
Work Order Number:	
Prepared By:	
Project Name:	

Project Overview

<NOTE: Enter high level description of Project. For example: County intends to engage Contractor to restructure Record of Arrest and Prosecution (RAP) Sheet. The Project Overview can be relatively short or consist of several paragraphs.>

1.0 Project Scope

(Provide a brief statement of what is included in each of the areas below.)

1.1 Overview of Services

(Provide an overview of services specific to this Project.)

1.2 Work Product Included in the Project Scope

(List and describe the Work Products included in the Project.)

2.0 Project Approach

2.1 Implementation Approach – <Contractor> Deployment Method

Contractor’s Deployment Method will be used as the overall methodology for all Project related work for the County. Project activities associated with implementing the scope described herein.

2.2 Project Governance

(Briefly describe how this Project will be managed and who has the primary responsibility for the Project Management activities.)

Project Change Control Process: Deviations that arise during the proposed Project will be managed using the Project Change Control Process outlined below. Change could include, but is not limited to, changes in costs, timing, scope, or deliverables. For the avoidance of doubt, any agreed-upon change resulting from the Change Control Process shall be effective only if executed in accordance with the applicable provisions of Paragraph 8.1 (Change Notices, Work Orders, Amendments, and Board Orders) of the Services Agreement.

The Change Control Process will be invoked before any unplanned or out of scope work is executed or any work is completed outside County's regular business hours. Any additional effort/costs because of such work would be subject to the following Change Control Process.

If either party believes that a change to this Work Order is necessary, such party shall issue the other party a written change request (Change Request). In the case of a County initiated Change Request, Contractor will evaluate the feasibility of the Change Request as soon as practical following receipt and determine the impact to the Project cost and timelines. Contractor shall provide County a written statement (Change Response) describing in detail:

- Any additional Services to be performed because of the Change Request
- The estimated cost associated with such additional Services
- Any other information relating to the Change Request that may reasonably be requested by County

County will respond as soon as practical following receipt of any Contractor initiated Change Request. If County approves a Contractor initiated Change Request or a Change Response, with such approval to be in writing and in accordance with Paragraph 8.1 (Change Notices, Work Orders, Amendments, and Board Orders) of the Services Agreement, such Change Request or Change Response shall be deemed to be a "Change Order". Any duly executed Change Order shall be attached to this Work Order.

The Contractor's Project Manager and the County's Project Director or designee shall be authorized to administer any Change Order. The estimated Project schedule shall be adjusted accordingly for each Change Order. If County rejects a Contractor initiated Change Request, or any Change Response, Contractor and County shall proceed to fulfill their obligations as originally agreed under this Work Order.

2.3 Project Deliverables and Services Required for Project Completion

The following are the deliverables and services that are required for Project completion. Although all deliverables and services are subject to Acceptance, the deliverables or services listed below that are identified with an asterisk (*) are the subset of deliverables and services which are subject to Acceptance required for payment.

<Note: The deliverable or activity must be tangible, measurable, and include a defined description and acceptance criteria. The acceptance criteria are the “pass/fail” metrics for each deliverable or service identifying what triggers acceptance. Listed below are representative <Contractor> Deployment Method Project-related documents.>

(List and describe the Project Deliverables. Refer to Paragraph 3.3 of Appendix A – Statement of Work for list of possible Work Order deliverables.)

Example list of Project Deliverables:

- Conduct project kick-off meeting*
- Provide project management services for enhancement and application development services
- Prepare project plan
- Analysis of customer business processes
- Validate and document business flows and processing rules
- Validate and document data mapping and translation rules
- Prepare functional and technical design specifications *
- Identify testing strategy and create unit test plans and integration test plans
- Develop enhancement service(s) per documentation and specifications
- Complete testing per testing strategy and test plans *
- Deploy enhancement service(s) to all environments
- Stable operation of enhancement or application development service(s) in production environment for 15 days or ready for production use for greater than 90 days *

2.4 Acceptance Process

Each deliverable set forth in Section 2.3 “Project Deliverables and Services Required for Project Completion”, shall be subject to the Acceptance procedures specified in Paragraph 3.3 (Acceptance of Work) of the Services Agreement.

2.5 Project Roles and Responsibilities

There are several activities that are required to be completed in timely manner by the County for the Project to stay on track. A delay in County actions (e.g., availability of key users, executive sponsorship, key decisions, development, migration, timely execution of tasks, timely signoffs, etc.), may impact execution of Project tasks by County and may result in a Change Order.

Resource Assumptions and County Obligations:

(Representative Examples)

- County acknowledges that all Project timelines are subject to the timely provision of resources and performance of obligations.
- If applicable, County will provide, at no charge to Contractor, personnel to carry out administrative functions on behalf of County Project Team, as is reasonably required by Contractor. Contractor will notify County in advance of what is required for work. County may choose to assign multiple staff to cover the required tasks.

- If applicable, the core Project team, including the Contractor and County team members, will be co-located at a single County location for all on-site Project work. Contractor and County will discuss and agree in advance whether and what on-site Project work is required.
- County Core Team Members: County and Contractor will discuss and agree in advance on the County staff that will need to be reasonably accessible on County business days and during County business hours for Contractor to complete the Project. These individuals will be qualified to define requirements for their respective disciplines and will be empowered to make process and policy decisions, including deliverable signoffs as specified in the Services Agreement, and will engage other Subject Matter Experts (SMEs) as needed. There will also need to be a technical resource to serve as an advisor for all technical activities in this Project. This should allow the Contractor Technical Resource to transfer knowledge of technical tasks to the County's technical team.
- County SMEs: In addition to County core team members, County and Contractor will discuss and agree in advance on the County SMEs that will be required from affected areas of the business to participate in business process requirements reviews and design workshops and validation of test results. County will ensure these resources are identified in advance and are reasonably available during County business days and during County business hours to participate in meetings, workshops, and test events as defined in the Project work plan to keep the Project on schedule.
- Contractor staffing requirements will be determined solely by Contractor. <Contractor> may also, at its sole discretion, use subcontractors in performing Services under this Work Order, provided that <Contractor> does so in accordance with Paragraph 8.40 (Subcontracting) of the Services Agreement.

3.0 General Project Assumptions and Obligations

<Note: Listed below are overall Project assumptions or County obligations. Assumptions and obligations have been merged into the same section to avoid confusion that sometimes exists regarding when an item is an assumption or an obligation. Other assumptions and obligations exist in this Work Order that are specific in nature, therefore, this section should only include those assumptions and obligations that are universal for the Project as a whole.>

- Any additional requirement(s) not specified in this Work Order or identified during the Project will be addressed using the Project Change Control Process described in Section 2.2 hereof.
- For Services provided at County location, County will provide facilities for Contractor personnel. This includes office space, desks, networked computers, secured filing cabinets (if required), team meeting rooms, network printers, photocopiers, telephones, stationaries, whiteboards, internet, and remote VPN connection.
- Some tasks may be performed offsite by Contractor and County staff members. Contractor and County staff will have remote access to County network and systems as necessary to perform such Project activities.
- County will coordinate facilities and availability of County resources for all required testing of Contractor deliverables or services prior to deployment.
- All Project activities will be conducted either remotely or at County's site. Contractor may conduct onsite quality assurance reviews over the course of the Project. County will be invited to participate in the

reviews if they are conducted. Contractor will provide a verbal debrief to the County at the conclusion of each review.

- After the Project initiation, County and Contractor will meet and finalize activities required to accomplish the objectives of this Project, develop a Project plan, timeline, and milestones by both parties. It is possible that as the result of this meeting the proposed Project scope may change. This scope change may result in additional responsibilities for each party. In that case, this Work Order will be modified with a Change Order in accordance with Section 2.2 hereof, independent of whether there will be any funding changes.

4.0 Payment Milestone Schedule

County agrees to pay Contractor the fixed price of \$<insert amount> for the deliverables and services described in this Work Order. Upon Contractor's completion of the deliverables, Work Products or Services associated with each Milestone as set forth herein, the County's Acceptance of such work, the corresponding fee for such Milestone specified below becomes due and Contractor shall invoice County in accordance with Paragraph 5.5 (Invoices and Payments) of the Services Agreement. County will pay thereafter such fee as set forth below in accordance with Paragraph 5.5 (Invoices and Payments) of the Services Agreement.

Example Payment Milestone Schedule:

<Note: The associated deliverables below should be defined in Section 2.3. This will minimize risk of the County misunderstanding of what the Milestone is since it has been specifically defined earlier in the Work Order. Contractor can choose to include which specific deliverables defined in Section 2.3 need to be included in the Payment Milestone Schedule below.>

Payment Milestone	Associated Deliverable, Work Product, or Activity	Acceptance Criteria (if applicable)	Completion Date	Amount
1	Deliverable X		X weeks after Project start OR X weeks after previous deliverable or Milestone	\$x00,000
2	Deliverable Y		X weeks after Project start OR X weeks after previous deliverable or Milestone	\$x00,000
N				\$x00,000
TOTAL				\$x00,000

All amounts are in US Dollars.

If required and not otherwise specified, any testing or acceptance criteria will be jointly agreed upon by Contractor and County.

Each invoice is payable in accordance with Paragraph 5.5 (Invoices and Payments) of the Services Agreement.

Where a substantial variation from this Work Order is foreseen, both parties must agree in writing to the additional work and amend this Work Order accordingly via the Project Change Control Process set forth in Section 2.2 hereof.

The PARTIES have executed this Work Order through the signatures of their respective authorized representatives.

CONTRACTOR: _____

COUNTY: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Address: _____

Address: _____

Signature Date: _____

Signature Date: _____

EXHIBIT B
PRICING SCHEDULE
FOR
CCHRS MAINTENANCE, SUPPORT, AND ENHANCEMENT
SERVICES

SEE ATTACHED

EXHIBIT B
PRICING SCHEDULE

This Exhibit B is attached to that certain Contract entered into as of September 28, 2021 (together with all Exhibits and Attachments thereto, the "Contract"), by and between the County of Los Angeles ("County") and cFive Solutions, Inc., a California corporation ("Contractor"). Capitalized terms used herein without definition have the meanings given to such terms in the Contract.

Annual Maintenance and Support Services		Contract Term					Grand Total
ID	Task Description	Year 1	Year 2	Year 3	Year 4	Year 5	For Years 1-5
3.1	Application Assessment and Evaluation	\$58,750					\$58,750
3.2	Annual Maintenance and Support	\$486,250	\$486,250	\$486,250	\$486,250	\$486,250	\$2,431,250

Optional Year			
ID	Task Description	Year 6	Grand Total
3.2	Annual Maintenance and Support	\$486,250	\$486,250

Task 3.2 - Annual Maintenance and Support will be paid monthly after Services have been rendered in accordance with Paragraph 5.5 of the Contract. Calculation of monthly Firm Fixed Price Equals Year (#) Firm Fixed Price divided by 12.

Optional Year requires exercise of option to renew the Contract Term in accordance with Paragraph 4.2 of the Contract. Fes are firm and fixed as indicated above for each option to renew.

Enhancements and Application Development Services		Contract Term					Grand Total
ID	Task Description	Year 1	Year 2	Year 3	Year 4	Year 5	For Years 1-5
3.3	Enhancements and Application Development Services	\$125 Per Hour	\$125 Per Hour	\$125 Per Hour	\$125 Per Hour	\$125 Per Hour	
	Task 3.3 Dollars	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,000,000

Optional Year			
ID	Task Description	Year 6	Grand Total
3.3	Enhancements and Application Development Services	\$125 Per Hour	
	Task 3.3 Dollars	\$400,000	\$400,000

Engagement of Contractor to provide Services and other work of the type described in Task 3.3 of Exhibit A (Statement of Work) requires execution of a Work Order in accordance with Paragraph 3.2 (Work Order Work) of the Contract. Task 3.3 Dollars may be used to reimburse costs and expenses in accordance with Paragraph 5.1.1 of the Contract.

Optional Year requires exercise of option to renew the Contract Term in accordance with Paragraph 4.2 of the Contract. Fees are firm and fixed for each option to renew.

Contract Sum	Total Contract Amount
Grand Total including all Tasks and Optional Years	\$5,376,250

EXHIBIT C
[Intentionally Omitted]

EXHIBIT D
CONTRACTOR'S EEO CERTIFICATION
FOR
CCHRS MAINTENANCE, SUPPORT, AND ENHANCEMENT
SERVICES

SEE ATTACHED

REQUIRED FORMS - EXHIBIT 8
PROPOSER'S EEO CERTIFICATION

cFive Solutions, Inc

 Company Name

 17852 E Seventeenth St. Suite 205, Tustin, CA 92780
 Address

 20-3898306
 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	()

 Signature

 April 12, 2021

Date

 James Newman, Senior Vice President
 Name and Title of Signer (please print)

EXHIBIT E
COUNTY'S ADMINISTRATION
FOR
CCHRS MAINTENANCE, SUPPORT, AND ENHANCEMENT
SERVICES

SEE ATTACHED

COUNTY'S ADMINISTRATION

CONTRACT NO:

COUNTY PROJECT DIRECTOR:

Name: Thomas Kooy
Title: Executive Director
Address: 12750 Center Court Drive, 5th Floor
Cerritos CA, 90703-8571
Telephone: 562-403-6501
Facsimile: None
E-Mail Address: tkooy@isab.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Eugene Cabrera
Title: CCHRS Program Manager
Address: 12750 Center Court Drive, 5th Floor
Cerritos, CA 90703-8571
Telephone: 562-403-6513
Facsimile: None
E-Mail Address: ecabrera@isab.lacounty.gov

COUNTY CONTRACT MANAGER:

Name: Fernando Angell
Title: Assistant Director
Address: 12750 Center Court Drive, 5th Floor
Cerritos, CA 90703-8571
Telephone: 562-403-6505
Facsimile: None
E-Mail Address: fangell@isab.lacounty.gov

EXHIBIT F
CONTRACTOR'S ADMINISTRATION
FOR
CCHRS MAINTENANCE, SUPPORT, AND ENHANCEMENT
SERVICES

SEE ATTACHED

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: cFive Solutions, Inc.

CONTRACT NO:

CONTRACTOR'S PROJECT MANAGER:

Name: Eric Yang
Title: CTO, LA Projects Lead
Address: 17852 E 17th St Suite 205
Tustin, CA 92789
Telephone: 949-260-3032
Facsimile: None
E-Mail Address: eyang@cfive.com

Name: Guy Mahoney
Title: Senior Vice President
Address: 17852 E 17th St Suite 205
Tustin, CA 92789
Telephone: 949-260-3050
Facsimile: None
E-Mail Address: gmahoney@cfive.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: James Newman
Title: Senior Vice President
Address: 17852 E 17th St Suite 205
Tustin, CA 92789
Telephone: 949-260-3002
Facsimile: None
E-Mail Address: jnewman@cfive.com

Notices to Contractor shall be sent to the following:

Name: James Newman

Title: Senior Vice President

Address: 17852 E 17th St Suite 205
Tustin, CA 92789

Telephone: 949-260-3002

Facsimile: None

E-Mail Address: jnewman@cfive.com, contractadmin@cfive.com

EXHIBIT G
[Intentionally Omitted]

EXHIBIT H
CONTRACTOR EMPLOYEE JURY SERVICE
FOR
CCHRS MAINTENANCE, SUPPORT, AND ENHANCEMENT
SERVICES

SEE ATTACHED

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I
SAFELY SURRENDERED BABY LAW
FOR
CCHRS MAINTENANCE, SUPPORT, AND
ENHANCEMENT SERVICES

SEE ATTACHED

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

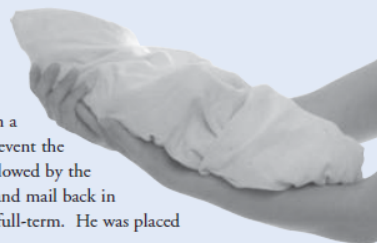
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

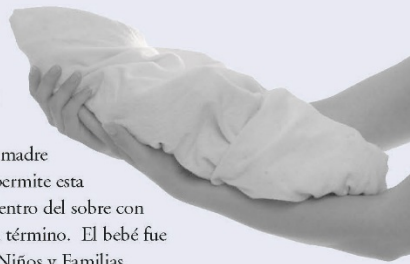
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBITS J, K, L, M1-M3, N, O
[Intentionally Omitted]

EXHIBIT P
INFORMATION SECURITY AND PRIVACY REQUIREMENTS
FOR
CCHRS MAINTENANCE, SUPPORT, AND ENHANCEMENT
SERVICES

SEE ATTACHED

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles (“County”) is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit (“Exhibit”) sets forth the County and the Contractor’s commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the “Contract”) and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization’s Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County’s information security requirements.

- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched

with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses.

CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third

party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an

attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County

Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Ralph Johnson

Chief Information Security Officer

320 W Temple, 7th Floor

Los Angeles, CA 90012

(213) 253-5600

Chief Privacy Officer:

Lillian Russell

Chief Privacy Officer

320 W Temple, 7th Floor

Los Angeles, CA 90012

(213) 351-5363

Departmental Information Security Officer:

Eugene Cabrera

Departmental Information Security Officer

12750 Center Court Drive, 5th Floor

Cerritos, CA 90703

(562) 403-6513

ecabrera@isab.lacounty.gov

b. Include the following Information in all notices:

- i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

CYBER LIABILITY INSURANCE

The Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for:

network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to :

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

ADDENDUM A: Intentionally Omitted

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in this Contract, the Contractor shall ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and upon request.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).
- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

ADDENDUM C: INTENTIONALLY OMITTED

**CCHRS MAINTENANCE, SUPPORT, AND ENHANCEMENT SERVICES CONTRACT
NEGOTIATED TERMS AND CONDITIONS**

No.	Reference	Negotiated Terms that Depart from the County's Required Terms and Conditions
1.	Contract Paragraph 8.25.4.3	Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$2 Million.



CIO ANALYSIS

BOARD AGENDA DATE:

9/28/2021

This document provides an analysis and recommendations by the Office of the Chief Information Officer pertaining only to “requests concerning the approval of actions related to the management, design, development, acquisition, expansion, or purchase of **automated systems and/or related services**,” per [Board Policy 6.020, “Chief Information Office Board Letter Approval”](#). This document shall not be construed as endorsement, or a recommendation for approval, of any other items.

SUBJECT:

APPROVAL OF CONTRACT WITH cFIVE SOLUTIONS, INC. (cFIVE) FOR CONSOLIDATED CRIMINAL HISTORY REPORTING SYSTEM (CCHRS) MAINTENANCE, SUPPORT, AND ENHANCEMENT SERVICES

CONTRACT TYPE:

☒ New Contract ☐ Sole Source ☐ Amendment to Contract #: Enter contract #.

SUMMARY:

Description: The Los Angeles County Information Systems Advisory Board (ISAB) is requesting approval to execute a Contract between Los Angeles County and cFive for CCHRS Maintenance, Support, and Enhancement Services. It handles approximately 180,000 subject query transactions and prints about 105,000 Record of Arrest and Prosecution sheet reports per month. CCHRS is a data repository system receiving criminal history records from multiple criminal justice systems such as Adult Probation System, Automated Jail Information System, Juvenile Automated Index, Prosecutor Information Management System, Trial Court Information System, and State of California Adult Criminal History System. The approval of the Contract will allow cFive to provide ongoing maintenance and operational support of the County’s existing CCHRS. The Contract will also enable the County to engage cFive to deliver enhanced services for CCHRS to support current and future business needs.

ISAB also requests delegated authority to the ISAB Executive Director or his authorized designee to execute Change Notices and Amendments during the Contract term.

The contract term commences upon execution by the Board of Supervisors, and continues for an initial term of five (5) years with one-year option extension, for a maximum term of six (6) years.

Contract Amount: maximum contract sum of \$5,376,250 for the entire Contract term.

APPROVAL OF CONTRACT WITH cFIVE SOLUTIONS, INC. (cFIVE) FOR CONSOLIDATED CRIMINAL HISTORY REPORTING SYSTEM (CCHRS) MAINTENANCE, SUPPORT, AND ENHANCEMENT SERVICES

FINANCIAL ANALYSIS:

Contract costs:

One-time costs:

Application assessment & evaluation¹ \$ 58,750

Ongoing annual costs - Initial Term:

Maintenance & support² \$ 2,431,250

Enhancements & Application Development Services³ \$ 2,000,000

Optional one-year cost - Extended Term:

Maintenance & support² \$ 486,250

Enhancements & Application Development Services³ \$ 400,000

Total Contract Costs⁴: \$ 5,376,250

Notes:

THE CRIMINAL JUSTICE AGENCIES FUND THE CONTRACT, PROVIDING CURRENT ALLOCATIONS WITH ONGOING COSTS BUDGETED EACH FISCAL YEAR.

¹THE APPLICATION ASSESSMENT & EVALUATION IS A ONE-TIME COST FOR cFIVE TO ASSESS AND PROVIDE FINDINGS AND RECOMMENDATIONS OF THE CURRENT CCHRS SYSTEM ARCHITECTURE AND DESIGN BEST PRACTICES, SECURITY, DEVELOPMENT STANDARD, PERFORMANCE/CAPACITY PLANNING, AND MONITORING AND MANAGEMENT BEST PRACTICES.

²THE MAINTENANCE & SUPPORT (M&S) COST IS BASED ON A FIXED ANNUAL RATE OF \$486,250 FOR SIX YEARS TERM (INITIAL TERM OF FIVE YEARS AND 1-YEAR TERM OPTIONAL EXTENSION), TOTALING \$2,917,500. THE FIRST ANNUAL PERIOD FOR ONGOING M&S WILL BEGIN ON THE DATE OF THIS CONTRACT EXECUTION.

³THE ENHANCEMENTS & APPLICATION DEVELOPMENT SERVICES IS AS-NEEDED AND BASED ON A FIXED ANNUAL RATE OF \$400,000, A FIXED HOURLY RATE OF \$125 FOR THE SCOPE OF WORK DEFINED IN THE WORK ORDER, NOT TO EXCEED \$2,400,000 FOR THE TERM OF CONTRACT.

⁴THE MAXIMUM CONTRACT COST IS NOT TO EXCEED \$5,376,250, WHICH INCLUDES \$58,750 FOR APPLICATION ASSESSMENT AND EVALUATION, \$2,917,500 FOR SIX YEARS FOR M&S, AND \$2,400,000 FOR ENHANCEMENTS & APPLICATION DEVELOPMENT SERVICES FOR THE TERM OF THE CONTRACT. THIS CONTRACT IS ANTICIPATING COST- SAVINGS OF 40 PERCENT IN SUPPORT.

RISKS AND RECOMMENDATIONS:

1. **Dedicated Project Manager/Project Resources:** A dedicated County's Project Manager is needed to work with the Contractor's Project Manager and business stakeholders, manage scope changes, manage risks, and manage contract performance for each Work Order. The Project Manager must ensure the Contractor and business stakeholders allocated sufficient and continuity of critical resources for the project and enable cross-training during the implementation to ensure each Work Order satisfactorily completes, delivers, and implements as expected. Identifying primary and secondary

APPROVAL OF CONTRACT WITH cFIVE SOLUTIONS, INC. (cFIVE) FOR CONSOLIDATED CRIMINAL HISTORY REPORTING SYSTEM (CCHRS) MAINTENANCE, SUPPORT, AND ENHANCEMENT SERVICES

backup resource options should be considered, discussed, and seek County's approval to timely replace any critical resources from the project.

2. **Project Timelines:** Although any enhancement services are based on a fixed hourly rate, the Work Order must clearly and thoroughly define the scope of work and identify adequate resources to minimize the risk and delay of any critical and time-sensitive commitments.
3. **Project Governance:** A strong project governance is needed to adhere to project scope, schedule, and budget and closely monitor project progress and resource changes for a Work Order that involves multiple agencies' systems and requiring subject matter experts from the involved agencies.
4. **Information Security:** The County's Information Security Officer (CISO) has reviewed the Contract and has no concerns.
 - The Contract includes Cyber Liability Insurance Coverage with limits of at least \$2,000,000 per occurrence and in the aggregate during Contract Term. It covers network security, privacy, technology, professional liability (errors and omissions), and various system breaches (e.g., denial of service, malicious software code, and unauthorized access).
5. **Contract Risks:** No Contract risks have been identified. County Counsel participated in the negotiation and approved the Contract as to form.

PREPARED BY:

Thida Van

THIDA VAN, DEPUTY CHIEF INFORMATION OFFICER

08/25/2021

DATE

APPROVED:

Peter Loo

PETER LOO, ACTING COUNTY CHIEF INFORMATION OFFICER

09/10/2021

DATE